



1748

County of Essex, New Jersey
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey }
County of Essex }

I ADRIANNE DAVIS Clerk
of the Board of Chosen Freeholders of the County of Essex in
the State of New Jersey.

Do Hereby Certify, the foregoing to be a true copy of a
resolution adopted at a meeting of said Board, on WEDNESDAY
the 29th day of DECEMBER 19 93.

together with the certifications, signatures and endorsements thereon.
RESOLUTION NO. R -93-0690.

In Testimony Whereof, I have hereunto set my hand
and affixed the official seal of said County at Newark,
the 30th day of
DECEMBER A. D. 19 93

Adrienne Davis
ADRIANNE DAVIS Clerk

RESOLUTION OF THE BOARD OF FREEHOLDERS
COUNTY OF ESSEX

#5

RESOLUTION NO. R-93-0690
PROPOSED BY: County Executive

AUTHORITY FOR RESOLUTION N.J.S.A. 40: 41A-38(n)
AUTHORITY FOR ACTION N.J.S.A. 40:41A-36(1)

SUBJECT: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF ESSEX
AND THE PROSECUTOR'S DETECTIVE'S AND INVESTIGATORS' ASSOCIATION -
JANUARY 1, 1992 TO DECEMBER 31, 1994

WHEREAS, the County of Essex has negotiated a collective bargaining agreement with the Essex County Prosecutor's Detectives' and Investigators' Association, retroactive to and covering the period January 1, 1992 through December 31, 1994; and

WHEREAS, the Assistant County Controller has certified that there are available funds in the 1993 County budget to fund said contract through 1993 (said certification is attached hereto); and

WHEREAS, the Board of Chosen Freeholders, by this resolution, wishes to approve said contract; now, therefore, be it

RESOLVED, by the Board of Chosen Freeholders of the County of Essex as follows:

1. That said collective bargaining employment agreement with the Essex County Prosecutor's Detectives' and Investigators' Association, a copy of which is annexed hereto, be and hereby is approved.
2. That two (2) fully executed copies of this agreement and resolution be forwarded to the Director, Office of Labor Relations and one (1) copy to the Office of the County Counsel.

Approved as to form and legality

Lucille LaGatta
ESSEX COUNTY COUNSEL

RECORD OF BOARD VOTE (X = Vote W.V. = Abstention ABS = Absent)

Moved by Freeholder *L. Jones*

Seconded by Freeholder *Libold*

Freeholder	Yes	No	W.V.	ABS	Freeholder	Yes	No	W.V.	ABS
Cavanaugh, V.P.	X				Parlavecchio	X			
Clay				X	Sebold	X			
DiVincenzo	X				Treffinger	X			
Jones, J.A.				X					
Jones, L.J.	X				Bost, Pres.	X			

It is hereby certified that the foregoing Resolution was (X) adopted () defeated () tabled by roll call vote at a Regular meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey, held on December 29, 1993

If Publication Required () Yes () No

Date Published _____

Sara B. Bost
Sara B. Bost, President --

R. 93-0690
12/29/93 1748

A G R E E M E N T

BETWEEN

THE COUNTY PROSECUTOR OF ESSEX COUNTY

AND

THE ESSEX COUNTY PROSECUTOR'S
DETECTIVES' AND INVESTIGATORS' ASSOCIATION

(January 1, 1992 through December 31, 1994)

TABLE OF CONTENTS

	<u>PAGE</u>
Preamble	1
Article I: Recognition and Scope	1
Article II: Rights and Responsibilities of the Prosecutor and the Board of Chosen Freeholders	1
Article III: Discrimination and Coercion	2
Article IV: Collective Negotiations Procedure	2
Article V: Grievance Procedure	2
Article VI: Salaries	4
Article VII: Additional Compensation	5
Article VIII: Longevity	6
Article IX: Vacations	6
Article X: Health Benefits	6
Article XI: Health Benefits for Retirees	8
Article XII: Employee Development Fund	8
Article XIII: Employee Liability	9
Article XIV: Implementation of Arbitration Award Award- Work Schedule	10
Article XV: Hours of Work	10
Article XVI: Overtime	10
Article XVII: Automobile Expenses	12
Article XVIII: Sick Leave	13
Article XIX: Maternity Leave	13
Article XX: Holidays	14

TABLE OF CONTENTS (Continued)

Article XXI:	Personal Leaves	14
Article XXII:	Clothing Replacement	15
Article XXIII:	General Provisions	15
Article XXIV:	Personnel Files	16
Article XXV:	Work Incurred Injury	17
Article XXVI:	Maintenance of Standards	17
Article XXVII:	Term of this Agreement	18
Article XXVIII:	Civil Service Rules	18
Article XXIX:	Killed in Line of Duty	18
Article XXX:	Savings Clause	18

AGREEMENT BETWEEN THE COUNTY
PROSECUTOR OF ESSEX COUNTY

AND

THE ESSEX COUNTY PROSECUTOR'S
DETECTIVES' AND INVESTIGATORS' ASSOCIATION

(January 1, 1992 through December 31, 1994)

THIS AGREEMENT made and entered into this 24th day of November, 1993, by and between the County Prosecutor of Essex County (hereinafter "Prosecutor") and the Essex County Prosecutor's Detectives' and Investigators' Association (hereinafter sometimes referred to as the "Association").

Preamble

THIS AGREEMENT has as its purpose the promotion and maintenance of a harmonious relationship between the Prosecutor and the members of the Association in order to assure the continued efficient and progressive service to the public by the Office of the Prosecutor of Essex County, New Jersey.

Article I: Recognition and Scope

Section 1: The Prosecutor hereby recognizes the Association as the exclusive representative of all Detectives and Investigators employed in the Office of the Prosecutor of Essex County for the purpose of collective negotiations under and pursuant to Chapter 303, Laws 1968 (N.J.S.A. 34:13A-1 et seq.) with respect to salary, hours and other terms and conditions of employment in the negotiating units described below:

All Detectives and Investigators of the
Essex County Prosecutor's Office.

Section 2: Unless otherwise indicated, the terms "employee" and "member" are used interchangeably in this Agreement, either of which terms refers to a person or persons represented by the Association in the above-defined negotiation unit.

Article II: Rights and Responsibilities of the
Prosecutor and the Board of Chosen Freeholders.

Section 1: In order to administer effectively the affairs of the Prosecutor's Office and to serve properly the public, the Prosecutor hereby reserves and retains, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in the Prosecutor by law prior to the signing of this Agreement.

Section 2: Nothing contained in this Agreement shall operate to deny or to restrict the Board of Chosen Freeholders of the County of Essex in the exercise of any and all rights, responsibilities and authority conferred upon and vested in them by law prior to the signing of this Agreement.

Article III: Discrimination and Coercion

There shall be no discrimination, interference or coercion by the Prosecutor or anyone acting on behalf of the Prosecutor against the members represented by the Association because of membership or activity in said Association. The Association shall not intimidate or coerce employees of the Prosecutor into membership. Neither the Prosecutor nor the Association shall discriminate against any employee because of race, creed, age, color, sex or national origin.

Article IV: Collective Bargaining Procedures

Section 1: Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized representative.

Section 2: Collective negotiating meetings shall be held at the request of the Prosecutor or the Association at times and places mutually convenient.

Section 3: Members of the Association who may be designated to participate in meetings scheduled for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay or without loss of compensatory time, if any shall have been approved.

Section 4: Association membership dues will be included in payroll deductions.

Article V: Grievance Procedure

Section 1: Definitions

A grievance shall be defined as a complaint by a

member or group of members of the Association.

Class A grievance shall be defined as a complaint that there has been a misapplication, misinterpretation or violation of a term or condition of this Agreement.

Class B grievance shall be defined as a complaint that there has been a misapplication, misinterpretation or violation of a policy or administrative decision.

The term "member" shall mean any regularly employed individual covered in Article I (Recognition and Scope"), supra.

The term "representative" shall include any organization, agency and person authorized or designated by any member or group of members or by the Prosecutor to act on his or their behalf and to represent him or them.

The term "immediate" superior shall mean the person to whom the aggrieved member is directly responsible.

Section 2: Procedure

Step 1: Within (10) working days of its occurrence, the matter shall be reduced to writing on an approved grievance form and submitted to the immediate superior who shall respond no later than five (5) working days from receipt of the written grievance.

Step 2: In the event the grievance is not resolved at Step 1, then the matter may be appealed in writing to the Chief of either Detectives or Investigators, whichever shall be designated by the Prosecutor. The Chief of Detectives or Investigators shall have ten (10) working days in which to respond.

Step 3: In the event the grievance is not resolved at Step 2, then the matter may be appealed in writing to the Prosecutor. The Prosecutor shall have ten (10) working days in which to respond.

Step 4: In the event the grievance is not resolved at Steps 1, 2 and 3 above, and provided the grievance is a Class A grievance, the Association and only the Association may submit the matter to binding arbitration in accordance with procedures of the New Jersey State Board of Mediation. The

written request for arbitration by the Association must be filed with the Board of Mediation and a copy served upon the Prosecutor no later than ten (10) working days from the receipt of the Prosecutor's response at Step 3.

- a. Lack of response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.
- b. Written dispositions of all grievances shall be forwarded to the Association.
- c. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties, except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
- d. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned unless the party to whom the grievance is submitted shall determine to waive the violation of the time limitations.
- e. All documents, communications, or records dealing with a grievance, except if final determination is one of guilty, shall not be filed in any member's personnel file.
- f. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives and witnesses while testifying.

Article VI: Salaries

Section 1: All employees covered under this agreement shall receive increases to their base annual pay arrived at by applying the following percent increases to the maximum salary for their job title which was in effect on the date prior to the increase:

Effective January 1, 1992 - 5%
Effective July 1, 1993 - 6%
Effective July 1, 1994 - 6%

Section 2: In calculation of the above wage increases it is understood and agreed that all employees not at maximum pay may, in addition to the percent raises of the maximum salary indicated above, be awarded additional compensation

on the basis of merit for any amount not to exceed the maximum amount per attached schedule. Said schedule is annexed hereto and incorporated herein as if set forth at length. The Prosecutor will set the amount of additional compensation to be awarded to each qualifying person.

All retroactive pay due under the 1992-1994 Agreement will include overtime pay and will be paid within thirty (30) calendar days upon approval of this Agreement by the Essex County Board of Freeholders.

Section 3: Effective as of the signing of this contract by the Prosecutor and the Association, any employee designated by the Prosecutor or the Chief of either Detectives or Investigators to assume the job and responsibility of a superior and who performs such work (for a period in excess of twenty (20) continuous work days) shall be paid at the step rate of the superior's rate of pay just next above the designated employee's rate.

Section 4: Employees who sever employment with the County prior to the execution of this Agreement will not be included in this wage increase, with the exception of retirees and deceased employees. In the later case, payment will be made to the estate of the deceased employee.

Article VII: Additional Compensation

Section 1: Compensation for special shift duty will be paid to any member required to work a tour of duty other than the customary 8:30 a.m. to 4:00 p.m. workday. This section refers to a total shift change; i.e., 4:00 p.m. to 11:30 p.m. Said compensation will consist of an hourly rate fifteen (15) percent higher than that existing under the regular salary provisions contained herein. This section does not pertain to overtime worked on a daily basis.

Section 2: Any employee who has attained a minimum of sixty (60) college credits, in a fully accredited college shall receive a sum of \$1,208 per year. Any employee who has satisfactorily attained a minimum of thirty (30) college credits under the same terms and conditions as set forth herein shall receive a sum of \$604 per year.

Section 3: Effective January 1, 1994, any employee who has attained a minimum of sixty (60) college credits, in a fully accredited college shall receive a sum of \$1,958 per year. Any employee who has satisfactorily attained a minimum of thirty (30) college credits under the same terms and conditions as set forth herein shall receive a sum of \$979 per year.

Section 4: The County will institute a payroll holdback not to exceed one week.

Article VIII: Longevity

Section 1: Pursuant to the Resolution of the County dated July 25, 1974, the Longevity Increment Program will be continued in effect for all employees on the payroll as of December 31, 1974.

Section 2: All Longevity increments due now or after shall be calculated on the basis of the regular increment in effect on December 31, 1975, or whatever other date can be mutually agreed between the parties.

Section 3: Longevity increments will be paid as heretofore, namely beginning with the pay period following the anniversary date of employment.

Section 4: Nothing contained in the above section shall preclude the right of the Association to bargain for Longevity for employees presently not eligible for same. If during the life of this agreement, certain members of the Association do become entitled to Longevity pay, the remainder of the provisions of this Article will be adjusted according to whatever agreement shall be reached.

Article IX: Vacations

Section 1: Vacations shall be granted to members of the Association as follows:

First year of employment: 1 day for each month of employment.

During second year and up to and through ten years of employment: Three weeks.

After ten years and up to and through fifteen years of employment: Four weeks.

After fifteen years of employment: Five weeks.

Section 2: Effective January 1, 1986, employees covered under this agreement may carry vacation time or a portion thereof over from year to year with good cause shown at the discretion of the Prosecutor, not to exceed three (3) weeks vacation time.

Article X: Health Benefits

1. Hospitalization and Medical-Surgical and Major Medical Insurance shall be paid for by the County except as set forth below. The insurance and premium payment therefore shall cover the employee, his spouse and any dependent members of this family, under the age of 23 years, living at the employee's home, except as set forth below. Eligibility for an unmarried child who attains age twenty-three (23) while eligible under the County's health benefit program may be continued until the end of that calendar year. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those provided by the County on December 31, 1979. Effective thirty (30) calendar days after ratification of this agreement by the Essex County Board of Chosen Freeholders, the County of Essex shall have the right to implement the following:

- (a) Pre Admission Review, as set forth in Schedule A, attached hereto and made a part hereof;
- (b) Second Surgical Opinion, as set forth in Schedule A;
- (c) Twenty (20%) Percent Co-pay for Dependent Coverage only:
 - (1) This coverage will apply to "New Hires Only". For the purpose of this provision "New Hires" shall be defined as employees hired after the signing of the Contract by both parties. All bargaining unit employees working for the Prosecutor on the date of the signing of the contract by both parties will be considered "vested" in the current health care coverage and will not be required to pay a 20% co-pay for dependent coverage even if any one is laid off after the signing of the contract and then rehired by the County.
 - (2) The twenty (20%) percent co-pay will be capped at the applicable 1993 rate (for employee/child, employee/spouse, and family) as follows:

Husband/Wife	\$52.72/month
Family	\$70.93/month
Parent/Child	\$23.41/month

2. A prepaid Drug Prescription plan paid for by the County shall be continued in effect. The County reserves the right to select the insurance carrier who shall provide such benefits. Effective thirty (30) calendar days after ratification of this agreement by the Essex County Board of Chosen Freeholders, the County of Essex shall have the right to implement the following:

- (a) One dollar (\$1.00) co-pay for generic drugs;
and
- (b) Five dollar (\$5.00) co-pay for non-generic
drugs.

Section 3: The intendment of the parties is acknowledged to be that employees and eligible family members shall also receive the benefit of any changes in health benefits that may occur during the term of the Agreement with respect to any other county employees, by virtue of any change in State or County law.

Article XI: Health Insurance for Retirees

Effective January 1, 1988, there shall be an employee development fund available for qualifying retirees, covered by the recognition clause of the collective bargaining agreement subject to the following terms and conditions:

- A. Eligibility: Employees must have been actively employed for the County of Essex on or after January 1, 1987; and must retire on either a disability pension or after 25 years or more service in police service, the last ten (10) of which shall be with the County, or retire and reach the age of 62 years or older with at least 15 years of service with the County. This benefit will only be provided for those retirees meeting the aforestated eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.
- B. Fund: This fund shall become effective January 1, 1988, payments from the fund shall be made on December 31st, if the qualifying retiree has submitted acceptable proof of purchase of health insurance for that calendar year. The County shall be obligated to pay a maximum of \$600 per year per qualifying retiree unless the cost of the health insurance purchased by the retiree is less, in which case the payment from the fund shall be in the same amount.

In no event, however, shall the total contribution by the County to all qualifying retirees exceed half of one percent of the total salaries paid to all detectives and investigators covered by the terms of this

agreement, during any calendar year in which this plan is in effect.

In the event that the amount of this stipend is reduced or even eliminated in subsequent agreements, the change in practice shall apply to those persons already retired.

- C. Duration: This stipend for those retirees who qualify shall only be provided until the eligible retiree reaches age 65.

Article XII: Employee Development Fund

Section 1: The County of Essex shall pay the sum of two hundred dollars (\$200) per unit employee towards the Essex County Prosecutor's Detectives' and Investigators' Employee Development Fund for the purposes not covered by the collective bargaining agreement between the parties (i.e., eyeglasses, medical physical examination, etc.). The amount shall be increased by \$350 per unit member effective July 1, 1993.

Section 2: The number of unit employees shall be determined as of April 1 of each year. Effective in 1994, the appropriation shall be paid to the Association no later than the first pay period in April of each calendar year.

Section 3: The Association will establish a separate trust account with a local financial establishment solely responsible for the administration and disbursement of said fund. The Association, through the establishment of a trust account agrees to completely indemnify the County of Essex from all responsibility of the operation of the fund.

Article XIII: Employee Liability

Section 1: Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, position or employment, all costs of defending such action shall be defrayed, including reasonable counsel fees and expenses, together with costs of appeal, if any, and all employees covered by this agreement shall be saved harmless and protected from financial loss resulting from any such civil action.

Section 2: The obligation set forth in this Article shall be limited to those cases where:

- a. The employee was acting in a matter in which

the Office of the Prosecutor of Essex County had an interest; and

- b. The employee was acting in the discharge of a duty imposed or authorized by law; and
- c. The employee is a named defendant in a matter pending before a court of competent jurisdiction; and
- d. The employee was acting in good faith.

Section 3: In the event the employee seeks reimbursement for legal fees for the defense of the aforesaid matter, the employee must first arrange with the Prosecutor the reasonable costs of such fees before any liability may be imposed.

Section 4: Should any criminal action be instituted against employees entitled to defense in civil actions according to the foregoing sections for any such act or omission arising out of his employment with the Prosecutor's Office, and should such proceeding be dismissed or result in a final disposition in favor of such person, he shall be reimbursed for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

Article XIV: Implementation of Arbitration Award-Work Schedule

In accordance with the arbitration award dated June 9, 1980, rendered by Mr. Rodney V. Dennis, arbitrator designated by the Public Employment Relations Commission in the matter of the arbitration between the County of Essex and the Prosecutor's Detectives' and Investigators' Association and the Superior Officers - County Detective Association (Docket Nos. 1A-80-11 and 1A-80-12), all employees who were on the payroll of the Prosecutor's Office as of January 31, 1972, without a break in service to January 1, 1978, shall be credited with 25 days in a terminal leave bank, to be paid upon retirement, death or separation at the salary level in effect at the time of such retirement, death or separation. Additionally, each employee on the payroll as of January 31, 1972, without a break in service to January 1, 1978, shall receive fifteen non-forfeitable compensatory days to be taken in future years. If not taken, upon separation, retirement or death, the remaining days will be compensated as aforesaid.

Article XV: Hours of Work

A normal work day for all members of the Association shall be seven and one-half hours a day. Specifically, the work day shall commence at 8:30 a.m. and shall conclude at 4:00 p.m.

Article XVI: Overtime

Section 1:

- a. Overtime to be effective July 1, 1983.
- b. Overtime at the rate of one and one-half times base salary (exclusive of longevity and education pay) shall be paid whenever any employee works more than 7 1/2 hours per day. The reference to 7 1/2 hours per day is solely for the purpose of overtime. Only overtime which is approved and verified by a supervisor or assistant prosecutor will be paid.

Section 2: Any employee assigned to work on Saturday or Sundays will be paid one and one-half times base salary for hours worked. Any employee assigned to work on a legal holiday or a day declared to be a holiday by the Board of Chosen Freeholders of the County of Essex, Congress or the Governor shall receive an extra day's pay for each holiday worked or an extra day's compensatory time for each holiday worked. The choice to be the employee's.

Section 3: Any employee covered under this Agreement who is assigned to stand by; i.e., to remain available and subject to call for duty while off duty, shall be compensated at the rate of two (2) hours per day at one and one-half times base pay when so assigned on weekdays (8:30 a.m. on Monday through 8:30 a.m. on Saturday) and four (4) hours per day at one and one-half times base pay when so assigned on Saturdays, Sundays or holidays. If employee is actually called for duty he shall be compensated at one and one-half times base pay for such time spent on duty. If hours actually worked are less than stand by time, stand by time will prevail.

Section 4: A maximum of forty (40) hours overtime per month will be paid overtime. Any overtime over and above forty (40) hours will be compensatory time at one and one-half times to be accumulated year to year.

Section 5: Overtime is to be approved by supervising assistant prosecutor or supervising superior officer before work is performed or, for good cause shown, after performance. The Prosecutor may also personally approve overtime for all personnel.

Section 6: Overtime for two man security detail - 4:00 p.m. to 8:00 p.m. - will be compensated time and one-half, compensatory time only, plus meal money. Any time worked on this detail beyond 8:00 p.m., will be compensated as paid overtime. This overtime must be approved by the Chief of Detectives or Investigators. This detail will be the only exception to overtime as previously described in this agreement.

Section 7: All members of the investigative staff working more than seven and one-half hours on a regular working day, or on Saturday, Sundays, holidays, or stand by time, must submit a certified Overtime Report to the Chief of Detectives or Investigators whichever shall be designated by the Prosecutor on the next regular working day.

Section 8: Such report must be properly certified by the superior officer or assistant prosecutor who authorized the overtime. Authorization to work overtime hours must be obtained from a superior prior to working overtime. Reasonable exceptions to such prior authorization where time is of the essence will be permitted.

Section 9: The overtime assignment must be briefly described in space allocated on the Overtime Report.

Section 10: A separate Overtime Report must be submitted for each day on which a staff member worked overtime.

Section 11:

- a. Compensatory time at one and one-half hours for every hour worked may be taken in lieu of paid overtime.
- b. Compensatory time may be taken at any time during employment subject to the prior written authorization of the Prosecutor. However, approval of a request for compensatory time to be taken for two days or less may be given by the superior of the employee upon reasonable oral notice.
- c. The Prosecutor's approval or disapproval is final and is not subject to appeal or review by the requesting Superior Officer or Supervisor or anyone on his behalf.

Section 12: It is agreed further that if Court hours and/or work days are extended on a uniform and regular basis by Order of the Assignment Judge or the Prosecutor this Agreement shall be open for negotiation.

Article XVII: Automobile Expenses

Section 1: Members shall, as a condition of continued employment, make available an automobile in proper working order in connection with their employment. It shall be required that such automobiles be used for both in and out of County travel.

Section 2: A reimbursement in the amount of \$200 per month shall be paid to the members for the purpose of defraying the costs of fuel, insurance, repairs and depreciation of the vehicle. This reimbursement shall be paid no later than the fourth Thursday of each month.

Section 3: Pursuant to County regulation and State statute, the member may be required to submit a voucher on a monthly basis, but the voucher shall not specify mileage.

Section 4: The employee or member shall receive \$.22 a mile for out-of-County mileage. The vouchering for same in addition to the reimbursement set forth in Section 2, supra, shall continue.

Section 5: In the event a member works less than fifteen (15) days in any month, the payment for the month shall be reduced by \$7.50 for each working day less than fifteen.

Article XVIII: Sick Leave

The sick leave policy established by the County of Essex shall be continued during the term of this Agreement except that it shall be modified as follows:

- a. During the first twelve months of employment, sick time will be earned at a rate of one day per month, or twelve days. Unused sick time shall accumulate without limitation.
- b. Employees of the Prosecutor's Office shall be permitted twenty (20) sick days each year, after the first year of employment.
- c. Upon retirement from the County of Essex, an employee is eligible to receive full pay for their final work period and any accumulated vacation pay. Pay for accumulated sick days will be at one (1) day for every five (5) days accumulated to a maximum of forty-five (45) days.

Article XIX: Maternity/Paternity/Child Care Pregnancy/Disability Leave

1. Maternity/Paternity/Child Care Leave, without

*Should w/
replace
family leave
with provision*

pay, shall be granted by the County of Essex, upon the request of parents.

2. Maternity/Paternity/Child Care Leave is not to begin more than thirty (30) days before the expected delivery date nor extend for more than thirty (30) days after delivery.
3. An employee requesting paternal leave must present written verification of the mother's pregnancy from her attending physician.
4. Pregnancy disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave.

Article XX: Holidays

Section 1: Employees shall be granted the following paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving Day
14. Christmas Day

In addition, at the discretion of the Prosecutor, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Section 2: Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Article XXI: Personal Leaves

Section 1: Military Leave shall be provided in accordance with N.J.S.A. 11A:6.1 and New Jersey Department of Personnel Administrative Code provision N.J.A.C. 4A:6-1.11.

Section 2: Although the Association is not affiliated with any state or national police association, this Agreement will not in any way prevent this Association's affiliation with any such group. If any such affiliation is made the provisions of N.J.S.A. 11A:6-10 will be in order, i.e., leave will be provided for the President of the Association and two delegates to be selected by the President for attendance at any state or national conventions. Leave for attendance at other conventions and/or seminars shall be provided in accordance with the present prevailing practice within the Essex County Prosecutor's Office.

Section 3: Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the County Prosecutor. For a leave without pay, the employee shall submit a written request to his supervisor at least thirty (30) days in advance stating the reason for the request and the time required except in emergency circumstances. This request will be forwarded to the Essex County Prosecutor and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 4: Each employee shall be entitled to an allowance of three (3) Administrative Leave days upon written request to and the approval of the Prosecutor or his designee.

Section 5: Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of a spouse, child, parent, step-parent, legal guardian, and up to three (3) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of a mother-in-law, father-in-law and any other family member living within the household, sister, brother or grandparent. Said days are exclusive of Administrative Leave days.

Article XXII: Clothing Replacement

If an employee's clothing is torn or otherwise damaged in the line of duty, said clothing shall be replaced at County expense upon the presentation of an appropriate voucher.

Article XXIII: General Provisions

Section 1: This Agreement constitutes the complete and final understanding and resolution of the parties of all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2: If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by legislative Act or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Article XXIV: Personnel Files

Section 1: A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the Office of the Prosecutor.

Section 2: Any member of the bargaining unit may review his personnel file upon request.

Section 3: Whenever a written complaint concerning an employee herein or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

Section 4: All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom without the employee's permission.

Section 5: An employee shall be entitled to photocopy any portion of his file upon request, at the employee's expense.

Section 6: Phone numbers and addresses of members of the Association shall be confidential and shall not be kept in view of the public. No one shall be permitted to disclose phone numbers of the employees to anyone not in the Prosecutor's Office.

Article XXV: Work Incurred Injury

Section 1: Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue such employee for one year at full pay, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer in an amount not to exceed the employee's net pay.

Section 2: The employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The employer may require the said employee to present an additional certificate from a physician of the employer's selection.

Section 3: In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation or by the final decision of the last reviewing court, which shall be binding upon both the parties.

Section 4: For the purpose of this Article, injury or illness incurred while the employee is acting in any employer authorized activity, shall be considered in the line of duty.

Section 5: In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

Section 6: An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or sick leave occasioned under the

terms of the sick leave policy heretofore agreed upon between the parties.

Article XXVI: Maintenance of Standards

Section 1: The Prosecutor agrees that all benefits, terms and conditions of employment relating to the status of the Association members, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Section 2: Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any member pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Section 3: In accordance with N.J.S.A. 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

Article XXVII: Term of this Agreement

Section 1: This Agreement shall continue in full force and effect until December 31, 1994, or until a new substituted Agreement is negotiated and executed, whichever shall last occur. The parties agree that negotiations for a new Agreement shall commence in March, 1994, for successor Agreement, provided notice is given in writing by either party.

Section 2: The parties also agree that all benefits other than salaries can be negotiated throughout the term of this Agreement. Negotiations may be reopened upon request by either party after notice in writing. Negotiations may be reopened at any time prior to December 31, 1994.

Article XXVIII: Civil Service Rules

Whenever there should appear to be a conflict between the terms of this Agreement and the Civil Service Law (N.J.S.A. 11A:1-1, et seq.) or the Revised Civil Service Rules for the State of New Jersey (N.J.A.C. Title 4A), the terms of the latter law and Rules shall prevail.

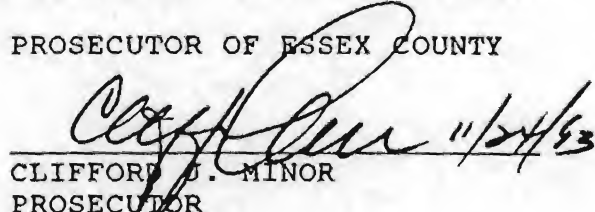
Article XXIX: Killed in Line of Duty

The spouse, children and/or estate, in that order, of any Detective or Investigator who is killed in the line of duty, shall receive the sum of twenty-five thousand dollars from the County of Essex for educational, vocational and/or emergent necessities as determined by the recipient.

Article XXX: Savings Clause

In the event that any Federal, State or County law or enactment having force of law or court decision shall cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

PROSECUTOR OF ESSEX COUNTY

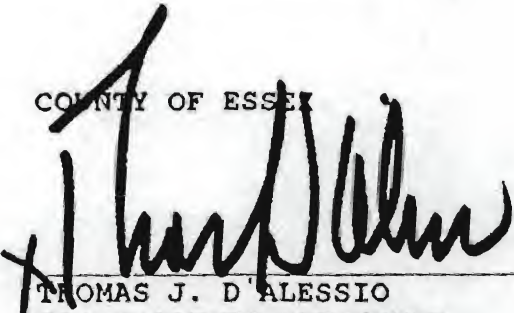

CLIFFORD J. MINOR
PROSECUTOR

ESSEX COUNTY PROSECUTOR'S
DETECTIVES' AND INVESTIGATORS'
ASSOCIATION

BY:  11/24/93
FRANK HERRMANN, PRESIDENT

IN WITNESS WHEREOF, the parties have by their
authorized representatives, set their hands and seals
this 29th day of Dec., 1993.

COUNTY OF ESSEX



THOMAS J. D'ALESSIO
ESSEX COUNTY EXECUTIVE

ATTEST:



ADRIANNE DAVIS, CLERK TO THE
BOARD OF CHOSEN FREEHOLDERS

APPROVED AS TO FORM



STEPHEN EDELSTEIN
ESSEX COUNTY COUNSEL

SALARY SCHEDULE JANUARY 1, 1992 TO DECEMBER 31, 1992

TITLE	RANGE	INCREMENT	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM	RAISE 5%	LONGEVITY	COLLEGE CREDITS 30 60
1. INVESTIGATOR	17900 46327	5685	17900	23585	29270	34955	40640	46327	2206	3624	604 1208
2. LIEUTENANT	12250 53281	8206	12250	20456	28662	36868	45074	53281	2537	3939	908 1815
3. CAPTAIN	13850 61274	9485	13850	23335	32820	42305	51790	61274	2918	4347	998 1997
4. DEPUTY CHIEF	15500 70466	10993	15500	26493	37486	48479	59472	70466	3356	4782	1089 2178

2. Includes the positions of Supervisor of Electronics & Investigations,
& Polygraph Examiner

3. Includes the position of Auditor/Investigator

4. Includes the position of Supervising Auditor Investigator

SALARY SCHEDULE JULY 1, 1993 TO JUNE 30, 1994

TITLE	RANGE	INCREMENT	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM	RAISE 6% JULY 1	LONGEVITY	COLLEGE JAN. 1, 1994 CREDITS 30 60
1. INVESTIGATOR	17900 49107	6241	17900	24141	30382	36623	42864	49107	2780	3624	979 1958
2. LIEUTENANT	12250 56478	8846	12250	21096	29942	38788	47634	56478	3197	3939	1283 2565
3. CAPTAIN	13850 64950	10220	13850	24070	34290	44510	54730	64950	3676	4347	1373 2747
4. DEPUTY CHIEF	15500 74694	11839	15500	27339	39178	51017	62856	74694	4228	4782	1464 2928

2. Includes the positions of Supervisor of Electronics & Investigations
& Polygraph Examiner

3. Includes the position of Auditor/Investigator

4. Includes the position of Supervising Auditor Investigator

SALARY SCHEDULE JULY 1, 1994 TO DECEMBER 31, 1994

TITLE	RANGE	INCREMENT	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM	RAISE 6% JULY 1	LONGEVITY	COLLEGE CREDITS 30 60
INVESTIGATOR	17900 52053	6831	17900	24731	31562	38393	45224	52053	2946	3624	979 1958
LIEUTENANT	12250 59867	9524	12250	21774	31298	40822	50346	59867	3389	3939	1283 2565
CAPTAIN	13850 68847	10999	13850	24849	35848	46847	57846	68847	3897	4347	1373 2747
DEPUTY CHIEF	15500 79176	12735	15500	28235	40970	53705	66440	79176	4482	4782	1464 2928

2. Includes the positions of Supervisor of Electronics & Investigations & Polygraph Examiner

3. Includes the position of Auditor/Investigator

4. Includes the position of Supervising Auditor Investigator

SCHEDULE A

Utilization Management Programs

Pre-Admission Review

Pre-Admission Review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with staff physicians, conduct the process which allows for the development of flexible and highly individualized program to meet the needs of the County of Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medical resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry", concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, large case management can be recommended.

Benefits to the Employee

- Maximizing employees' health care benefits
- Ensuring the highest quality of treatment for employees and their families
- Eliminating unnecessary procedures and excessive hospital stays
- Providing employees with a confidential Patient Advocate Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify situations that are at high risk for complications of pregnancy and/or premature births. As part of the early intervention component for pregnant women, information will be gathered to better identify the risk factors which will then be shared with the patient's physician.

An effective utilization management program must be carried out as a mandatory requirement of covered employees. If an employee does not obtain pre-authorization prior to the service being rendered, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

Commonly Asked Questions About Pre-Admission Review

1. What is Pre-Admission Review?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of a hospital admission, whether inpatient care is necessary for your condition.

PAR is designed to encourage outpatient care when medically appropriate.

Basically, the program is designed to promote health care in an appropriate setting and, at the same time, control health care costs. In essence, it aims to manage health care treatment.

2. How does it work?

If hospitalization is recommended, you must have your doctor call PAR medical review specialists, (doctors and nurses) using the toll-free number:

These medical review specialists will review your case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or cesarean).

3. Will participation in the PAR program alter my benefit payment?

Your benefit payment depends on your individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your inpatient admission is denied, you can still be assured of payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting.

3. Do not follow the par procedure benefits will be reduced by 20% to a max of \$5000

M. T. G. 7

M.T. J. [Signature]

~~If you decide to enter the hospital as an inpatient after receiving a dental covered hospitalization benefit, all benefits will be reduced by 10% to a maximum penalty of \$500.~~

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedures and I am admitted to the hospital as an inpatient?

One of two things can happen:

If it is determined afterwards that the admission was necessary, you will be liable for a portion of the covered hospital charges that the County of Essex would otherwise have paid.

~~If the PAR medical specialists determine that the admission was not necessary, covered hospitalization benefits will be reduced by 10% to a maximum penalty of \$500.~~

5. What if my physician does not call PAR medical specialists?

If your physician does not call, you can call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR?

No, PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

9. What if I intend to be admitted to an out-of-state hospital for a non-maternity, non-emergency procedure? Do I still need PAR?

Yes, You must still obtain PAR from the PAR medical specialists. Your physician should call the toll-free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR Program?

Yes. You and your covered dependents are required to follow the procedures of the PAR program.

11. Why has the County of Essex decided to include this program in our health benefits package?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs. It is important to hold down costs so that we can continue to offer quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

HOSPITAL TRANSFERS

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within 48 hours, or the next business day, advising us of this transfer.

OUTPATIENT SURGICAL PROCEDURES

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within 48 hours, or the next business day, advising of the admission.

NEWBORN EXTENDED STAYS

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, this is considered a new admission, and a call must be placed to the Referral Center within 48 hours, or the next business day, advising of this extended stay.

MANDATORY SECOND SURGICAL OPINION PROGRAM?

1. What is the Mandatory Second Surgical Opinion Program?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by a qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

2. How does the Mandatory Second Surgical Opinion Program work?

If you or a family member is advised of the need for surgery by a physician:

Call the Second Opinion Referral Center TOLL-FREE number.

You will be given the names of board-certified cooperating second opinion specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of cancellation).

After the doctor renders the second opinion, he or she will send the completed form to the Referral Center.

3. If the second opinion specialist says I do not need surgery, can I have the surgery anyway?

Yes, the program requires only that you obtain a second opinion. The second opinion does not have to confirm the need for surgery. The final decision to have surgery lies with you, the patient. If the opinions conflict, you can obtain a third opinion which would also be covered under this program. Just call the Second Opinion Referral Center and follow the same procedure you used for a second opinion.

4. What happens if I wait a while after getting a second opinion and then decide to have surgery?

The second opinion is valid on your records at the Referral Center for 90 days. If you schedule surgery after 90 days have elapsed, you must call the Referral Center again to update your records.

5. How much will it cost for the second opinion?

Nothing. If you follow the program guidelines and select one of the doctors from the Referral Center, the cost of the second opinion (and the optional third) is paid in full by the County of Essex.

6. Which surgical procedures are part of the Mandatory Second Surgical Opinion Program?

ARTHROSCOPY	Examination of JOINT using a scope (may include meniscoectomy)
CATARACT SURGERY	Surgical removal of cataract (clouded lens) from the EYE.
CHEMONUCLEOLYSIS OF DISK	Destruction of VERTEBRAL DISK by injection
CHOLECYSTECTOMY	Removal of GALLBLADDER (may include examination of bile ducts)
CORONARY ARTERY BYPASS SURGERY	Insertion of vein graft to bypass an obstructed HEART ARTERY
EXCISION OF INTER-VERTEBRAL DISK	Removal of a herniated DISK (including excision of disk with fusion)
HYSTERECTOMY	Removal of Uterus
MASTECTOMY	Surgical removal of BREAST (or portion)
MENISCETOMY	Removal of cartilage from the KNEE
PROSTATECTOMY	Removal of all or part of the PROSTATE
RHINOPLASTY	Surgery of NOSE to correct deformities (includes submucous resection)
SEPTECTOMY WITH RHINOPLASTY	Removal of an obstruction of the NOSE (includes submucous resection)
SPINAL FUSION	Joining of VERTEBRAE for immobilization
TONSILLECTOMY	Removal of the TONSILS

7. What happens if I do not obtain a second opinion?

Coverage for surgery is reduced by 20% to a maximum of \$500.

8. What if my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion?

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases your health benefits plan will allow for payment, but some surgery is not covered for a second opinion, for example:

- Cosmetic surgery
- Dental surgery
- Minor surgery (i.e. removal of sebaceous cyst)
- Surgery ineligible by your health benefits plan
- Sterilization procedures
- Emergency surgery
- Surgery that is performed on an already hospitalized patient

9. Why do I have to go to one of the Referral Center's doctors?

By using the Referral Center's physicians the County of Essex can:

- guarantee that claims will be paid properly;
- eliminate payment by subscribers for the second opinion consultation; and
- be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

10. Does the second opinion doctor contact my original doctor?

We ask the specialist giving the second opinion consultation not to contact the original physician to discuss findings or recommendations except with the consent of the patient.

11. What if the second opinion specialist wants to take more tests and/or x-rays? Are these charges covered also?

In most cases the County of Essex will ask that the specialist not order additional x-ray and laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

12. Why can't the second opinion doctor perform the surgery? What if I like him/her better?

Part of the arrangement between the County of Essex and the specialists participating in the program, is an agreement that the specialist will not perform the surgery. This was done to help the second opinion physician make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

13. Are doctors aware of this program?

Yes, they are aware of it and most of them accept it. Doctors realize that the thrust on health care is toward cost containment and patient involvement. As a result of programs like theirs, they deal with more informed, more relaxed patients. Doctors also are aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

14. If I am rushed to the hospital in an emergency or if it is determined that I need surgery while hospitalized, do I need a second opinion?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

15. What if I live out-of-state?

The Referral Center has physicians who provide second opinions for locations outside of New Jersey. If you live out-of-state and require a second opinion, you must call the Referral Center.

16. Why has this program been included in our health benefit package?

This program has been included as an effort to control health care costs. Research has shown that many employees with mandatory second opinion programs in place have experienced substantial savings from these programs. How? The fact is that some elective surgery may not be necessary, yet it always involves some risk and expense. Approximately 20% of elective surgery will not be confirmed as necessary when a second opinion is obtained. When appropriate, alternative treatments may replace surgery, which in turn may mean reduced risk to the patient. However, when surgery is confirmed by the second opinion, you know that surgery is most likely the best treatment for you.